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APPENDIX III.

[Vide item IV at page 558 supra.]

REPORT OF THE JOINT SELECT COMMITTEE ON THE  
TANJORE TENANTS AND PANNAIYAL PROTECTION  
BILL, 1952 (L.A. BILL No. 12 OF 1952).

To

THE HONOURABLE THE LEGISLATIVE ASSEMBLY,  
MADRAS.

The Joint Select Committee appointed to consider the Tanjore Tenants and Pannaiyal Protection Bill, 1952 (L.A. Bill No. 12 of 1952), has the honour to make the following report.

2. The Bill was published in English in an Extraordinary issue of the *Fort St. George Gazette*, dated the 24th October 1952, and in Tamil, Telugu, Malayalam, Kannada and Hindustani languages in the *Fort St. George Gazette*, dated the 5th November 1952.

3. The Joint Select Committee was appointed by resolutions of the Assembly, dated 5th November 1952, and of the Council, dated 17th November 1952, and had instructions from the Assembly to submit its report to the Assembly on or before the 22nd November 1952.

4. The Joint Select Committee met in the Council Chamber at Fort St. George on the 20th, 21st and 22nd November 1952, for the consideration of the provisions of the Bill.

5. The memoranda and representations on the provisions of the Bill received from individuals and associations were placed before the Joint Select Committee.

6. Some members were desirous and moved amendments that the Bill should be extended to the whole State. But the Bill has been drafted to meet the special situation which has existed for some years past in the Tanjore district, and has reference to the peculiar agrarian conditions in that district. The Joint Select Committee thought that it did not permit of general application to the other districts in the State.

7. The Joint Select Committee has made some changes in the clauses of the Bill, and the more important of them are mentioned below :—

Clause 6.

The time-limit of "thirty days from the commencement of this Act" which was allowed under the original Bill to cultivating tenants for applying to the Conciliation Officer for restoration to possession of land, appeared to the Joint Select Committee to require modifications to meet exceptional cases. The Committee has provided that an application could be received after the said period of thirty days, if the applicant satisfies the Conciliation

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Officer that he had sufficient reasons for not making the application within the said period. The benefit of this amendment is also made applicable to applications rejected before the passing of this Act on the ground of their not having been presented in time.

A further concession has been shown to the cultivating tenant by restricting the power of the Conciliation Officer to impose as a condition to a tenant's being restored to possession, the payment only of one year's arrear of rent and not all the arrears due by him.

*Sub-clause (4).*—In sub-clause (4), the time allowed for an appeal from a decision of a Conciliation Officer to the Revenue Court has been extended from "fifteen days" to "thirty days".

#### Clause 7.

The Joint Select Committee considers that in all cases of tenure wherein the main crop or crops are to be shared between the landowner and the tenant and also where both the parties so agree, the landowner should have the right of determining the crop or crops which shall be grown on the land. A new provision has been inserted in this clause accordingly.

The clause as introduced had provided that the tenant should be responsible, among other things, for the manuring of the land. But, in view of the fact that this meant that he should bear the entire cost of chemical fertilisers, groundnut cake manure and the like, which have to be purchased, the Joint Select Committee has inserted a provision to the effect that the cost of these should be shared between the landowner and the tenant in accordance with the share of the main produce to which they are entitled.

In sub-clause (d) which provides for the renewal of a tenancy for a fresh term of five years, the Joint Select Committee has made it clear that the renewal will be subject to the terms of any agreement duly entered into between the parties, provided they are at least as favourable to the tenant as the provisions contained in the Bill.

#### Clause 8.

The Bill as introduced had provided that during the off-paddy season, the tenant could raise any catch-crop which he pleased and that such catch-crop should belong exclusively to the tenant. The Joint Select Committee has provided that he shall grow leguminous crops or green manure on the land to a certain extent, and it has also provided that out of the catch-crops so raised, the tenant shall be bound to give to the landowner one-fifth or such lower proportion as may be agreed upon between them, after meeting all cultivation and harvesting expenses.

In sub-clause (1), under the Bill as introduced, it was only harvesting and poradi charges that were deducted out of the gross produce. To meet cases where the main crop is other than paddy, the Joint Select Committee has added a suitable provision.

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*Clause 9.*

The Bill as introduced had provided for the execution of a lease-deed by a landowner to his tenant. Provision has now been made that the lease-deed should be in a prescribed form and signed both by the landowner and by the tenant.

*Clause 10.*

Among the grounds for the eviction of a tenant is the tenant's failure to pay rent. The Joint Select Committee has made it clear that for such eviction the rent should have accrued due after the commencement of the Act.

An amendment has been made to make it clear that the non-payment of rent would, in the case of waram tenants, include failure to share the produce as provided in clause 8.

The one month's time provided for payment of rent in the eviction proceedings has been raised to two months.

It has been made clear that failure to cultivate the land altogether on the part of a tenant will also be a ground for his eviction under this clause.

The time which may be given by the Revenue Court to the tenant to tender to the landowner arrears of rent together with the cost of proceedings has been extended from "fifteen days" to "thirty days".

A new provision has been added making the tenant's failure to observe any condition imposed by the Conciliation Officer or the Revenue Court in pursuance of section 6, a ground for eviction under this clause.

*Clause 11.*

In cases where produce other than paddy is raised on the land, provision has been made for the payment to the pannaiyal of an *aruvadaipangu* of one-twenty-fourth of the gross produce.

*Clause 12.*

In sub-clause (3) which provided for payment of wages to a pannaiyal whose dismissal by the landowner was set aside, provision has been made for his being reinstated with all the rights which would have accrued but for his dismissal.

A new provision has been added enabling the Revenue Court to recover the compensation from the landowner as if it were an arrear of land revenue.

*Clause 13.*

Clause 13 confers exclusive jurisdiction in regard to various matters arising under this Act on the Revenue Court. The Joint



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Select Committee has redrafted this clause so as to confer original jurisdiction on the Conciliation Officer and appellate jurisdiction on the Revenue Court.

#### Clause 15.

Clause 15 provided for adaptations, exceptions and modifications to be made in the provisions of the Act when the Act is extended to neighbouring areas outside the Tanjore district. Provision has been made that any notification making such adaptations, etc., should be placed on the table of the Legislative Assembly for fourteen days and be subject to such modifications as may be made by it.

#### Clause 16.

This clause refers to the power of the State Government to make rules. A sub-clause has been added to the effect that the rules made by the Government shall be laid before the Legislative Assembly for not less than fourteen days and shall be subject to either repeal or such modification as the Assembly may decide during the session in which they are so laid.

8. The Joint Select Committee considers that the Bill as amended need not be republished.

9. Some members have given dissenting minutes and they are appended.

10. A copy of the Bill, as amended by the Joint Select Committee, is annexed.

FORT ST. GEORGE, K. P. KUTTIKRISHNAN NAIR,  
22nd November 1952. Chairman.

#### ANNEXURE.

(Words *sidelined* or *underlined* indicate the amendments suggested by the Committee; dots indicate the omissions.)

#### L.A. BILL No. 12 OF 1952.

*A Bill to provide for the improvement of agrarian conditions in the district of Tanjore.*

WHEREAS in the district of Tanjore the relations between landowners and their agents on the one hand and tenants and farm labourers on the other had become strained, resulting in the displacement of tenants and the dismissal of farm labourers and in agrarian crimes and disturbances;

AND WHEREAS the situation threatened to cause deterioration in agricultural production;



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AND WHEREAS the Tanjore Tenants and Pannaiyal (Protection) Ordinance, 1952 (Madras Ordinance IV of 1952), and the Tanjore Tenants and Pannaiyal (Protection) Amendment Ordinance, 1952 (Madras Ordinance V of 1952), were promulgated by the Governor of Madras to meet the situation aforesaid;

AND WHEREAS with a view to remove certain doubts which had arisen regarding the validity of the said Ordinances, the Governor of Madras after obtaining the instructions of the President in pursuance of the proviso to Article 213, clause (1) of the Constitution, promulgated the Tanjore Tenants and Pannaiyal Protection (No. 2) Ordinance, 1952 (Madras Ordinance VI of 1952), which repealed the said Ordinances and re-enacted the provisions contained therein;

AND WHEREAS it is necessary to replace Madras Ordinance VI of 1952 by an Act of the State Legislature;

It is hereby enacted as follows:—

1. *Short title and commencement.*—(1) This Act may be called the Tanjore Tenants and Pannaiyal Protection Act, 1952.

(2) It shall be deemed to have come into force in the whole of the district of Tanjore on the 23rd August 1952; and it shall come into force in any other area in the adjoining districts in the State of Madras, on such date as the Government may, by notification, appoint:

Provided that the Government may, by notification, direct that, with effect from such date as may be specified therein, this Act shall cease to apply to any specified area in the district of Tanjore or to any other specified area elsewhere in which this Act may have been brought into force.

2. *Definitions.*—In this Act, unless there is anything repugnant in the subject or context,—

(a) “ agricultural year ” means the year commencing on the 1st day of May;

(b) “ commencement of this Act ” or “ date of commencement of this Act ” means the 23rd August 1952 in respect of the whole of the district of Tanjore, and the date appointed by the notification issued under section 1, subsection (2), in the case of any other area;

(c) “ Conciliation Officer ” means in relation to any area, the Conciliation Officer appointed under this Act for such area, and where no such Officer has been appointed, the Tahsildar having jurisdiction over the area;

(d) “ cultivating tenant ” or “ tenant ” means a person who contributes his own physical labour or that of the members of his family in the cultivation of any land belonging to another, under a tenancy agreement, express or implied, and includes the heirs of such person;

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(e) " Government " means the State Government ;

(f) " gross produce " includes the yield obtained at the *poradi* ;

(g) " landowner " means the owner or other person deriving rights under him, who lets land for cultivation by a tenant, and includes the assignees, heirs or other legal representatives of such owner or person deriving rights under him ;

(h) " notification " means a notification published in the *Fort St. George Gazette* ;

(i) " pannaial " means any person engaged by the landowner or by the cultivating tenant to look after a farm and do all cultivation work on the land whenever necessary in the course of an entire agricultural year, but does not include one who is engaged either casually or only for a specific item of work ;

(j) " prescribed " means prescribed by rules made under this Act ;

(k) " rent " includes the share of the produce, if any, payable to the landowner ;

(l) " Revenue Court " means, in relation to any area, the Revenue Court constituted under this Act for such area, and where no Revenue Court has been so constituted, the Court of the Revenue Divisional Officer having jurisdiction over the area.

All references to the date or time of the " passing of this Act " shall be construed as references to the date on which the assent of the President to this Act was first published in the *Fort St. George Gazette*.

3. *Act to override contract and other laws, etc.*—The provisions of this Act—

(a) shall have effect, notwithstanding anything to the contrary contained in any pre-existing law, custom, usage, agreement or decree or order of a Court, but

(b) shall not apply in respect of the land held by a landowner in any village if the land held by him in such village does not exceed one veli (6-2/3 acres) which is either wet land or dry land irrigated from any Government source, or three velis (twenty acres) of dry land not irrigated from any Government source.

4. *Appointment of Conciliation Officers.*—The Government or any authority empowered by them in this behalf may, by order, appoint any person for any area specified therein, to be a Conciliation Officer for the purpose of performing the functions entrusted to a Conciliation Officer by this Act.

5. *Constitution of Revenue Courts.*—The Government may, by notification, constitute for any area specified therein, a Revenue Court which shall be presided over by an officer not

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below the rank of a Revenue Divisional Officer for the purpose of performing the functions entrusted to a Revenue Court by this Act.

6. *Right of cultivating tenants to a five-year term.*—(1) Every cultivating tenant who was in possession of any land on the 1st day of December 1951 shall be entitled to be in possession thereof as such tenant, subject to the provisions of this Act, until the expiry of a period of five years from the commencement of the agricultural year 1952-53; and if such tenant was not in possession of the land at the commencement of this Act, he shall be entitled to apply to the Conciliation Officer to be restored to such possession, any other person who was admitted to possession as tenant after the 1st day of December 1951 being evicted from the land.

(2) Every cultivating tenant who was in possession of any land during the agricultural year 1950-51 and who was not in possession thereof on the 1st day of December 1951, shall be entitled to apply to the Conciliation Officer to be restored to such possession, except in cases where some other tenant had been put in possession of the land on or before the 1st day of December 1951 and had raised a crop thereon before the commencement of this Act.

A cultivating tenant restored as above shall be entitled to be in possession as such tenant, subject to the provisions of this Act, until the expiry of the period of five years specified in sub-section (1).

(3) Every application to a Conciliation Officer under sub-section (1) or sub-section (2) shall be made within thirty days from the commencement of this Act, and shall bear a court-fee stamp of one rupee :

Provided that the application may be received after the period of thirty days aforesaid, if the applicant satisfies the Conciliation Officer that he had sufficient cause for not making the application within that period.

*Explanation.*—The rejection of an application before the passing of this Act on the ground of its not having been presented in time shall not prevent the receipt of an application under the foregoing proviso after the passing of this Act.

(4) On receipt of . . . . an application, under sub-section (3), the Conciliation Officer shall, after giving a reasonable opportunity to the landowner and the tenant, if any, in possession of the land, to make their representations, hold a summary inquiry into the matter and pass an order either allowing the application or dismissing it. In passing



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an order allowing the application, the Conciliation Officer may impose such conditions as he may consider just and equitable including conditions in regard to—

(i) the payment by the applicant of any arrear of rent already due from him to the landowner, but not exceeding in amount one year's rent, and

(ii) the reimbursement by the applicant of the landowner or the tenant in possession of the land on the date of the application, as the case may be, in respect of the labour done and the other expenses incurred by him during that part of the year in which the applicant was not in possession, if an agreement is not reached between the parties as regards the rates and manner of such reimbursement.

*Explanation.*—In lieu of imposing any condition relating to reimbursement as provided in clause (ii), the Conciliation Officer may, in his discretion, postpone the restoration of the applicant to possession of the land, until any crop which is being grown thereon at the time when the order is passed, has been harvested.

(5) Against any order passed by the Conciliation Officer under sub-section (4) or any condition imposed thereby, an appeal shall lie to the Revenue Court, within fifteen days of the passing of the order or in the case of an appeal presented after the passing of this Act, within thirty days of the passing of the order, unless the court in the special circumstances of any case condones the delay in preferring the appeal within that time.

The memorandum of appeal shall bear a court-fee stamp of one rupee; and the decision of the Revenue Court thereon shall be final.

(6) Any condition imposed before the passing of this Act requiring the applicant to pay any arrear of rent exceeding one year's rent shall, on application, be revised by the Conciliation Officer or the Revenue Court, as the case may be, so as to limit the payment required to one year's rent :

Provided that any payment made by the tenant before the passing of this Act shall not be required to be refunded.

7. *Terms applicable to all tenancies.*—Every cultivating tenant shall hold the land on the following terms:—

(a) Subject to the provisions of section 8, sub-section (4) (a), in all cases of tenure wherein the crop is to be shared between the landowner and the tenant, and in all other cases where the tenant and the landowner so agree, the landowner shall be entitled to determine the crop or crops which shall be grown on the land.

(b) The tenant shall be responsible for all labour and expenses of cultivation, including the provision of seed and the ploughing of the land.

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(c) The tenant shall bear the entire cost of all natural manures used on the land; but when chemical fertilizers and other artificial manures including groundnut cakes are used on the land, the cost thereof shall be divided between the landowner and the tenant in the same proportion as that in which the gross produce is divided between them, that is to say, of three-fifths to two-fifths or of such lower proportion as may have been agreed upon between the parties as provided in section 8, sub-section (1) or sub-section (2).

(d) The landowner shall be liable to pay all dues payable to the Government and to local bodies in respect of the land, including the water-rate, if any, charged in respect thereof and all customary contributions and payments payable for local purposes.

(e) The liability for silt clearance and improvements shall rest on the landowner in the case of channels other than field channels, and on the tenant in the case of field channels.

(f) If the landowner wishes to terminate the tenancy at the expiry of the period of five years referred to in section 6, he shall give notice to the tenant in writing not less than twelve months before the expiry of the last year of the tenancy. Where the tenancy is not so terminated, the tenant shall be entitled to be in possession of the land as tenant for a fresh term of five years subject to the terms and conditions set out in this and the following sections, or to such other terms and conditions, not being less favourable to the tenant as may have been duly agreed upon between the parties.

(g) The tenant may terminate the tenancy at the end of any agricultural year during the period of five years afore-said by giving not less than six months' notice in writing expiring with the end of such year to the landowner.

8. *Rent payable by tenants.*—(1) Where the produce is to be shared between the tenant and the landowner, the tenant shall be entitled to two-fifths (or such higher proportion, if any, as may have been agreed upon between the parties) of the gross produce, after deducting all harvesting and poradi charges in the case of paddy, and the like charges, if any, in the case of any other crop.

The tenant shall also be entitled to retain the bulk of the straw, where there is any, giving the customary headloads of straw to the landowner.

In case the produce is in grain, it shall be divided between the tenant and the landowner on the usual thrashing floor; and no portion of the produce shall be removed therefrom at such time or in such manner as to prevent the due division thereof at the proper time.

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(2) Where the tenancy provides for any rent, the tenant shall be bound to give to the landowner (in addition to the customary headloads of straw, where there is any) three-fifths (or such lower proportion, if any, as may have been agreed upon between the parties) of the normal gross produce of the land after deducting all harvesting and poradi charges in the case of paddy and the like charges, if any, in the case of any other crop.

In case the rent is to be paid in cash, the value of the three-fifths or of the lower proportion aforesaid shall be calculated at the price prevailing in the year immediately preceding the appropriate five-year term.

In case the rent is in grain, it shall be delivered immediately to the landowner on the usual thrashing floor at each harvest.

(3) Where the landowner has made any advance to the tenant towards seed or manure, for raising the produce, the landowner shall have a first charge on the tenant's share of the produce in respect of the cost of such seed and the cost of such manure or of such proportion of the cost of such manure as should be borne by the tenant under section 7, clause (c).

Where the produce is in grain, such quantity thereof as is equivalent in value to the amount due to the landowner as aforesaid shall be made over to him by the tenant at the usual thrashing floor.

(4) In the off-paddy season, when no wet crop operations are in progress or are possible, the following provisions shall apply :—

(a) The tenant shall be entitled to raise at his own risk any usual catch-crop which he wishes, provided that he shall grow leguminous crops or green manure on one-half of the land or on such other extent as may be notified by the Government,

(b) Of the catch crops so raised, the tenant shall be bound to give to the landowner one-fifth (or such lower proportion, if any, as may have been agreed upon between the parties) of the gross produce, after meeting all cultivation and harvesting charges.

(5) The tenant shall not be bound by any agreement which gives him less favourable terms than are specified in sub-sections (1) to (4).

9. *Execution of lease.*—(1) In the case of every tenancy, a lease deed shall be executed in triplicate in the prescribed form, specifying the name and description of the tenant, the name (if any), survey number, description and extent of the land leased out, and the terms of the tenancy; and shall be signed both by the landowner or his agent and by the



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tenant. One of the three copies shall be kept by the landowner, one shall be kept by the tenant and the third shall be caused to be lodged in the taluk office by the landowner or his agent within a fortnight of the date on which the tenant signs it.

(2) No stamp need be affixed to the lease deed.

(3) In the case of any tenancy, if the landowner or his agent or the tenant contravenes the provisions of sub-section (1), the Revenue Court may impose on the landowner or the tenant, as the case may be, a penalty which may extend to fifty rupees; and any penalty so imposed may be recovered as if it were an arrear of land revenue.

10. *Eviction of tenants.*—(1) No cultivating tenant shall be evicted except as provided in section 6, or unless—

(a) he has failed to divide the produce as laid down in section 8, sub-section (1), or has failed to make over to the landowner the quantity of the produce to which he is entitled under section 8, sub-section (3), in conformity with the provisions of that sub-section; or

(b) he has failed to pay any rent accruing due after the commencement of this Act within two months of the date stipulated in the lease deed or in the absence of a lease deed, within one month of the due date according to the usage of the locality or village; or

(c) he has done any act or has been guilty of any neglect which is destructive of, or injurious to, the land or any crop thereon or has altogether ceased to cultivate the land; or

(d) he has used the land for any purpose contrary to that for which the land was let; or

(e) he has sub-let the land; or

(f) his conduct or behaviour has been such as, in the opinion of the Revenue Court, to render his continuance as a tenant on the land undesirable in the interests of good cultivation; or

(g) he has failed to observe any condition imposed by the Conciliation Officer or the Revenue Court in pursuance of section 6.

(2) (a) No tenant shall be evicted under this section except on an application made in that behalf to the Revenue Court.

(b) The Revenue Court shall on such application inquire into the matter and give its decision.

(c) Upon any application made for the eviction of a tenant on the ground of non-payment of rent or of any

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amount made payable by a condition imposed in pursuance of section 6, the Revenue Court shall, before passing an order for eviction, call upon the tenant, by notice in the prescribed manner, to tender to the landowner the rent or amount in arrear together with the cost of the proceedings within thirty days from the date of the notice, and if the tenant does not comply with such notice, the Revenue Court shall pass an order for his eviction.

11. *Wages payable to pannaiyals.*—Wages shall be payable to pannaiyals and the members of their families, for each day of work done according to custom, as follows, but not for days on which there is no work to be done :—

(a) in accordance with the terms set forth in the Mayuram agreement, dated the 28th day of October 1948, as reproduced in the Schedule to this Act; or

(b) at the following rates in kind :—

2 marakkals of paddy for every adult male worker.

1 marakkal of paddy for every adult woman worker.

$\frac{3}{4}$  marakkal of paddy for every worker not being an adult.

Any pannaiyal may elect to be paid his wages for an agricultural year either under clause (a) or under clause (b) of this section; but if he prefers to be paid under clause (b), he shall not be entitled to claim in addition any kind of customary privilege or remuneration, provided that an adult male pannaiyal shall, in addition, be entitled at each harvest to an *aruvadaippangu* (crop-share) of half-a-marakkal for every kalam of gross produce (or in the case of produce other than paddy, of one-twenty-fourth of the gross produce) actually raised by him and the members of his family, and be given *manaikollais* according to custom.

12. *Dismissal of pannaiyal.*—(1) Whenever a landowner dismisses a pannaiyal, he shall, within a week from the date of such dismissal, make a report thereof to the Conciliation Officer having jurisdiction over the area.

(2) The Conciliation Officer may, on receipt of such report from the landowner, or of any complaint from the pannaiyal who has been dismissed, whether after the commencement of this Act or at any time before such commencement not being earlier than the 1st day of March 1952, call upon the landowner and the pannaiyal concerned to appear before him in person or by agent and to represent their respective cases.

(3) After considering the representations, if any, so made, and after making such further inquiry into the case as he may deem fit, the Conciliation Officer may, if he finds

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that the dismissal of the pannaiyal was not just and proper, by an award in writing, require the landowner to take back the pannaiyal and reinstate him to all the rights which would have accrued to him but for his dismissal.

(4) If the landowner fails to comply with the award of the Conciliation Officer under sub-section (3), the Revenue Court may, on receipt of intimation of such failure, after such inquiry as it considers necessary, direct the landowner to pay the pannaiyal such compensation as may be fixed by it, not exceeding six months' wages or Rs. 300, whichever is less.

(5) If the landowner fails to pay the compensation so fixed to the pannaiyal, the Revenue Court may, on application by the pannaiyal, direct that it be recovered from the landowner as if it were an arrear of land revenue and paid over to the pannaiyal.

(6) In this section, "landowner" includes a cultivating tenant who has engaged a pannaiyal.

13. *Adjudication of disputes.*—(1) Save as otherwise expressly provided in this Act, any dispute between a landowner and a cultivating tenant or between either of them and a pannaiyal, including any matter which affects their mutual harmonious relationship in the cultivation of land, or any question which may arise as to the terms of a tenancy or the payment or non-payment of any rent or wages shall, on application by any party, be decided by the Conciliation Officer.

(2) Against any final order passed by a Conciliation Officer under sub-section (1), an appeal shall lie to the Revenue Court within thirty days of the passing of the order, unless the court in the special circumstances of any case, condones the delay in preferring the appeal within that time; and the decision of the Revenue Court on such appeal shall be final.

(3) Every application under sub-section (1) and every memorandum of appeal under sub-section (2) shall bear a court-fee stamp of one rupee.

(4) Nothing contained in this section shall affect any decision of the Revenue Court which has become final under section 13 of the Madras Ordinance IV of 1952 or of Madras Ordinance VI of 1952.

(5) Any application made to a Revenue Court under section 13 of Madras Ordinance IV of 1952 or of Madras Ordinance VI of 1952 and pending on the date of the passing of this Act shall be transferred to and disposed of by the Conciliation Officer who would have had jurisdiction to entertain such application under this Act, as if it had been made thereunder.



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14. *Bar of jurisdiction of civil courts.*—No civil court shall entertain any suit or other proceeding to set aside or modify any order, decision or award passed by any Revenue Court, Conciliation Officer, or other authority under this Act or in respect of any other matter falling within its scope.

15. *Special conditions applicable to areas outside Tanjore district.*—(1) Where this Act is to be brought into force in any neighbouring area outside the Tanjore district, its provisions shall apply subject to such adaptations, exceptions and modifications, if any, as the Government may, by notification, specify in this behalf.

(2) Any such notification shall be laid before the Legislative Assembly of the State for not less than fourteen days and shall have effect thereafter subject to any modifications, whether by way of repeal or amendment as that Assembly may make during the session in which they are so laid.

16. *Power to make rules.*—(1) The Government may, by notification, make rules to carry out the purposes of this Act, and in particular for the execution or enforcement of any orders, decisions or awards passed thereunder or for the removal of any doubts or difficulties which may arise in giving effect to the provisions thereof.

(2) All rules made under this section after the 31st December 1952 shall be laid for not less than fourteen days before the Legislative Assembly of the State, as soon as possible after they are made, and shall be subject to such modifications, whether by way of repeal or amendment, as that Assembly may make during the session in which they are so laid.

*Explanation.*—This sub-section shall not apply to any rules made on or before the 31st December 1952.

17. *Repeal of Madras Ordinance VI of 1952.*—(1) The Tanjore Tenants and Pannaiyal Protection (No. 2) Ordinance, 1952 (Madras Ordinance VI of 1952), is hereby repealed.

(2) Any rules made, notifications issued, orders, decisions or awards passed, action taken, or thing done in the exercise of any power conferred by or under Madras Ordinance IV of 1952, or by or under that Ordinance as amended by Madras Ordinance V of 1952, or by or under Madras Ordinance VI of 1952, shall be deemed to have been made, issued, passed, taken or done in the exercise of the powers conferred by or under this Act.

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## THE SCHEDULE.

[See section 11 (a).]

*Wages.*—(1) Pannaiyals will be paid *daily wages* at one marakkal and women labourers at 3/4th marakkal.

(2) For harvesting, kalavadi, chindumani, sattuva, nadaval, kalavadi and other iterns, pannaiyals will be paid 1/7th of the gross produce of the plots on which they have worked as pannaiyals.

(a) the 1/7th share will be split up and the kalavadi will be fixed at 1½ marakkals out of 14 and harvest cooly at half-a-marakkal out of 14.

(b) Where the pannaiyal exclusively harvests the field, he will get 1/7th of the produce.

(c) Where the pannaiyal harvests part of the field, he will get 1/7th of the produce harvested by him.

(d) Where outside labour has harvested certain areas and the pannaiyal certain other areas, the pannaiyal will get 1½ marakkals out of 14 as kalavadi, irrespective of what cooly is paid to outside labour.

(e) To prevent pannaiyals from claiming their share and working elsewhere, a penalty of two marakkals for each day of wilful absence during the harvest season will be deducted out of the kalavadi or other dues to him.

(f) Each pannaiyal will get his share only on the yield from not more than one veli (6-2/3 acres) of land belonging to the mirasdar.

(3) For *poradi* pannaiyals will be paid only daily wages at one marakkal and they should finish the *poradi*.

(4) Pannaiyals will be given *maniams* (manaikollais) according to custom.

## DISSENTING MINUTES.

### APPENDIX I.

While agreeing with the general scope of the Bill, I feel bound to make a note of my dissent on some of the provisions contained in the Bill as they are likely to defeat the object for which the Bill is intended.

Under section 2, clause (c), cultivating tenant is defined as meaning a person who "contributes" his own physical labour, etc. The phrase "contributes his own physical labour" may mean any labour including supervision or management occasionally. This is exactly what is being done by a number of intermediaries who hold leases under Madhathipathies and temple managements in Tanjore district. The spirit of the Act is to help the tiller

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of the soil putting down at the same time the middleman of the class described above. The cultivating tenant must be a tiller of the soil. This definition as it stands does not cure this defect.

Also in the same clause, "the heirs" without any qualifying adjective is included in the term cultivating tenant. Sri K. Bhashyam moved an amendment, which was lost, that for the words "and includes the heirs of such person" the words "all such heirs of the person who are willing and capable of contributing such labour as aforesaid" be substituted. This appeals to reason. Else the heirs, if they happen to be minors and females, may not be in a position to contribute any labour to bring them within the definition of the said clause, with the result that the lands may have to lie fallow.

It is deplorable that provision is so made in the Bill under section 13 as to give final decision of matters requiring judicial view to Revenue Courts presided over by Executive Officers of the State. Under section 14, Civil Courts are barred from entertaining any suit or other proceedings to set aside or modify any order, etc., passed by a Revenue Court under this Bill. This looks as if this Act is intended to be administered by the Executive Officers only. This is likely to lead to erroneous decisions on points of substantial importance, in the interest of parties concerned. The adamant attitude of the Chief Minister in refusing to introduce a clause to make provisions for an appellate or revision court presided over by a Judicial Officer to revise the orders passed by the Executive Officers of the State as mentioned above at least on questions of law is inexplicable.

Hence I feel obliged to submit my dissenting minute regarding the points raised above.

MADRAS.

22nd November 1952.

V. GOPALA GOUNDER.

## II

The conception and preparation of the Bill are not in accordance with the declared object for which it has been brought into existence. At the outset it is said that this Bill is to provide for the improvement of agrarian conditions in the district of Tanjore. In the preamble it is said the relations between landowners and their agents on the one hand and tenants and farm labourers on the other had become strained resulting in the displacement of tenants and the dismissal of farm labourers and in agrarian crimes and disturbances which has created a situation threatening to affect badly the total production in the district. So the object is to give security of tenure to the tiller of the soil if he is a tenant and the maximum wages if he happens to be an agrarian labourer always having an eye on the establishment of good relationship between the landowner and the men on the land and on the maximum yield one can get from the land.



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So between the landowner and the tiller of the soil there cannot be an intermediary. In Tanjore district every one knows that there is a class of persons who take large extent of lands on lease from the landowners and distribute them to a number of persons on oral arrangement. These persons do not cultivate the land themselves unless they reserve for them small extent for pannai cultivation. What they really do is periodical supervision of the lands at various stages of cultivation. These persons cannot be considered to be tiller of the soil or cultivators.

But the definition of "cultivating tenant" reads thus as amended: "Cultivating tenant or tenant means a person who contributes his own physical labour or that of his family in the cultivation, etc." The definition of the word pannaiyal reads thus "Pannaiyal means any person engaged by the landowner or by the cultivating tenant, etc." The so-called middlemen above named may contend that they must be recognized as cultivating tenants under these definitions since the word "contribute" has been used in the definition of cultivating tenant which word can very well be satisfied by his act of periodical supervision. An attempt may be made by these middlemen to treat all those who are on the soil as their pannaiyals or casual labourers. After reading both these definitions if any court comes to the conclusion that such a man is a cultivating tenant, it cannot be said that the interpretation is totally incorrect since the provision is capable of such an interpretation.

Though the Chief Minister says in so many words that the intention of the Bill is to exclude the intermediaries, he does not allow any change of words in the definition.

Further nowhere in the Bill any provision has been made to limit the extent of land a cultivating tenant can hold. If a lessee of 400 acres is able to get a favourable order from the court as indicated above, so many tillers of the soil are to suffer and the object of the Bill in giving relief to the tiller of the soil is defeated.

It may be pointed out that provision has been made in subsection (d) of section 10 to evict the tenant if he sublets the land. The tiller of the soil is at liberty to establish his claim as a lessee by producing evidence. But under the circumstances one must realize the difficulties that a cultivator will have to face as against the powerful middleman. Further in almost all the cases of middlemen, the landowner if he happens to be Devasthanam or Madhathipathi is not prepared to take advantage of his provision of evicting the tenant on the ground of subletting even though he is aware of such a conduct on the part of his lessee since it is advantageous to him. He prefers the middleman for easy collection work to the number of poor tillers of the soil.

If it be the intention of the Bill to exclude the middlemen, is it not fair to make provision to determine the relationship between

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the landowner and the middlemen so as to give relief to all concerned when a new Legislation is brought forth unsettling certain settled conditions?

Further, the definition "cultivating tenant" includes the heirs of such person. A tenant is chosen for his knowledge and capacity for cultivation and for his honesty and straightforwardness. The rights and liabilities of such a tenant should not be transferred to the heirs. If a tenant dies leaving behind him a minor girl or a minor son or a major son who is neither willing to become a cultivating tenant nor capable of becoming a cultivating tenant what is the use of transferring the rights and liabilities of the tenants of such heirs? The idea seems to have been borrowed from the Estates Land Act and in effect it introduces occupancy rights in the ryotwari area. If it be the idea of the framers of the Bill to give some right in the soil to the heirs of the tenant it is well and good, but this is not the object of this Bill and a separate provision may be made in a fitting place. If this provision is permitted to remain in this Bill there may be occasions and instances where land will be fallow without proper persons to take care of it affecting badly the total production. This will create unnecessary litigation also. The Chief Minister does not choose to be convinced.

There is no provision in the Bill regarding punja lands. Custom and usage regarding the cultivation of punja lands are not uniform in all parts of the district. Punja lands are used for raising cash crops and also vegetables. The produce in cash crops is realizable at a particular period of the year and the produce in vegetable gardens and betel and plantain garden the realization of the produce is day-to-day affair. Whether these crops on punja lands are included within the scope of the Bill are not clear. The Chief Minister says that they are included.

In the definition section, sub-section (e) defines the "gross produce". "Gross produce" includes the yield obtained at the "Poradi". The word "Poradi" is peculiarly applicable only to paddy cultivation which follows the main thrashing. From this definition one may not be totally in the wrong if one infers that the whole Bill is applicable only to the paddy cultivation. But the Chief Minister says that the Bill is applicable to the punja lands also. If proper provisions are not clearly made in the Bill, the tenants are to lose heavily since the labour involved in raising punja crops is far more than that of paddy cultivation.

*Bar of jurisdiction of Civil Courts.*—Under the Bill by section 14, Civil Courts are prohibited to entertain any petition to set aside or modify any order of the officer or court created under the Bill. The Revenue Court and Conciliation Officers are drawn from the Revenue Department. No one can deny that for these officers departmental circulars are more binding than any judicial interpretation. By barring the jurisdiction of Civil Courts, the Government have made the operation of the Bill as one connected with the executive administration. Even members belonging to the

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Congress Party supported the move for making provision of revisional powers with the District Court. But the Chief Minister turned down with an iron hand.

On the whole, the deliberation of the Joint Select Committee was not as free and exhaustive as it ought to be considering the nature and importance of the subject it was dealing with. Since the provisions of this Bill relate only to Tanjore district members belonging to other districts were not expected to know the implications of the various sections of the Bill. Further at the commencement of the discussion, Mr. Rajagopalachariar said that this Bill is intended only for Tanjore district and it will not be extended to any other district. This assertion on the part of the Chief Minister in the Select Committee took away the inclination on the part of the members belonging to other districts to understand the real working of the provisions. Members belonging to the Tanjore district bound themselves more by party discipline than by their convictions. The Chief Minister who was against the Select Committee proposal originally tried to get through the Bill without any major alteration or addition. Unfortunately, Tanjore, which is only major surplus district in the Tamil area has been made a subject-matter of this experimental measure.

Then a word about pannaial. Pannaial system in Tanjore district is a peculiar one. In olden days, they had to work as permanent servants and their position was just like slaves. This system in all its phases is not at all prevalent in any part of the district now. But the association of idea is there and the word pannaial gives the colour of a person akin to slave. So it is not advisable or proper to recognize statutorily the word pannaial with all its implications. The Bill may provides more attractive terms for casual labourer than that of pannaial so that the tendency for anyone to claim certain rights as pannaial might be there.

MADRAS,

22nd November 1952.

S. SWAYAMPRAKASAM.

### III

*Security of tenure to the cultivator.*—We thought that legislation has been undertaken with a view to begin land reform in the State taking Tanjore situation as the proximate cause and afford protection and security of tenure to the cultivator which is the least that a civilized Government is expected to do. But the purpose is lost when, as in the Ordinance, the period of protection is limited to the all too brief period of five years and when it is confined to one district. The five years period with one year's notice leads to uncertainty and in effect fails to serve fully the purpose of protection to the tenant or peace to the landowner. The eviction clauses are unduly weighted against the 'cultivating tenant.' We cannot, therefore, agree with the majority decision not to redraft the clauses to make them of general application extending protection



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to all cultivating tenants, from whomsoever they hold land. The argument that such a step would create new zamindars in the 'lessors' is a mere slogan; for, it wilfully overlooks the immediate necessity of giving security of tenure to him that labours and does not avoid the large "pattadar-zamindar" anyway. The further argument that a general protection is outside the scope of the Bill is also not strong; for, we could report progress and take instruction from the Assembly on the 24th instant, only two days from to-day, even if it is correct to hold that it would be outside its scope notwithstanding the language of clause (1) of the Bill.

2. *Share of the produce.*—The second point on which we differ from the majority is on the question of share. We are for sticking to the proportions given in the Subrahmanyan Committee Report as the minimum. They were arrived at after some consideration on evidence tendered before them and there is no justifiable reason to reduce the tenant's share to a lower percentage. Reduction will only lead to agitation which can even now be set at rest by accepting that Committee figures.

3. *Jurisdiction of civil courts.*—The third point on which we differ from the majority is on the question of the exclusion of jurisdiction of civil courts.

We believe that a law is not law which seeks to prevent a Civil Court from interpreting or applying it. Revenue Courts act upon instructions from the executive and in hearing cases, are often guided by office notes. They may often do the right thing; but why should we exclude a remedy where they go wrong? It may be the tenants that happen to be the aggrieved persons; why should their fate be sealed without right of appeal? It may be the landowner that happens to be the aggrieved person; why should he be penalized?

The theory that Revenue Courts know landlord and tenant problems better than Civil Courts and the theory that Civil Courts mean interminable appeals, are both of them exaggerated. Anyway, we should not raise any great objection if Revenue Courts are entrusted with the original jurisdiction and if they are made the final arbiters on questions of fact, provided the right of judicial review on questions of law is retained in Civil Courts, which exist for that purpose.

To say that any provision for judicial review would create a rush of review petitions and involve the poor tenants in avoidable litigation is only to create a smoke-screen for avoidable injustice. Nor is it reasonable to suggest that an aggrieved man could go to the High Court with a writ or certiorari petition. For one thing, the jurisdiction of the High Court under Article 226 of the Constitution is a limited and "extraordinary" jurisdiction and it is perverse to make laws deliberately excluding the ordinary judicial machinery from functioning and driving people to seek the "extraordinary" jurisdiction of the High Court as if it is an ordinary feature of judicial process. For another, the aggrieved man should have the remedy as near at hand as possible and as it is a matter

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of "review", not always on complicated matters requiring the decision of the highest tribunal, the District Court would serve the purpose well indeed.

4. *Extension of legislation by notification.*—Fourthly we are of the opinion that the "press-button" provision made in clause 15 to extend territorially legislation intended for a district by executive notification without the assent of the Legislature is not a desirable device, even if the piece of legislation is an excellent one. To pass it in this manner is too much of a surrender of the legislative authority to the executive. Whenever a legislative enactment is sought to be extended to another area, the Legislature must be consulted, so that there may be an opportunity to look into the legislation in the light of the experience of its working. Sub-clause (2) of clause 15 adopted after strenuous argument providing for the notification procedure cures the defect to some extent, although one cannot be sure of its constitutional adequacy.

5. *Conclusion.*—There are other small points of difference also. Subject to the above remarks, we agree with the dominant idea of the Bill, which is to give protection and security of tenure to the cultivator, and with the report of the Committee.

T. VISWANATHAM.

K. SURYANARAYANA.

A. RATHINAM.

K. R. NALLASIVAM.

V. G. RAO.

PILLALAMARRI VENKATESWARLU.

C. KANDASAMI.

MADRAS,  
22nd November 1952.

#### IV

I write this to request you to please record my minute of dissent to the Tanjore Tenants and Pannaiyal Protection Bill as passed by the Select Committee during its sittings held on from 20th to 22nd instants as follows.

I regret that I have to dissent strongly from the views expressed and conclusions made on most of the fundamental and important sections of the Tanjore Tenants and Pannaiyal Protection Bill, 1952, by the Joint Select Committee. My difference with the Committee (when I use the word "Committee" in this minute I mean the majority who disagreed with me on those issues) is not merely a difference in reactions, but a difference in the angle of vision. Having been a worker in the cause of kisans for the last 22 years, I have got used to looking at agrarian questions from a particular point of view. To my mind, therefore, the purpose of the present Bill with the few changes made therein by

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the Joint Select Committee will not be served, as they are not much conducive to the amelioration and protection of the cultivating tenants and pannaiyals.

The main objection or difference with the decision of the Joint Select Committee is that it refused to extend the Bill to the other parts in the State. There is agrarian unrest throughout the State since 1947 when the then Government had issued questionnaire about Land Reforms in the State. It is becoming more and more acute since the appointment and reports of the Congress Agrarian Reforms Committee and the Land Revenue Reforms Committee, Madras. There are wholesale evictions of the tenants by the landowners as the tenants have not got sufficient material and evidence and as they are not protected by law. This was mainly due to the landowners apprehending some reforms and rights to the cultivating tenants. These tenants are thinking themselves morally justified to continue on the land as they have no other occupation or means to live, and the eviction is not at all justified for no fault of theirs. This resulted throughout the State in agrarian unrest and too much litigation in the Courts. Naturally, it goes without saying that the production has greatly suffered and as a result, the whole State is going through famine and the agricultural industry in crisis. It is not in Tanjore alone that there is agrarian unrest but it is also prevalent in other parts of the State which can be seen through the press and through the speeches made by various members of the Assembly, not only of the Opposition but from the Government side also. It may be argued that the provisions of this Bill do not apply to the other parts of the State where the conditions are somewhat different. In this connexion, I wish to point out that the provisions do generally apply and where they do not apply generally there is the clause 15 which provides for suitable adaptations, exceptions and modifications. Therefore, the Bill can safely be extended to the whole of the State.

Secondly, with regard to the clause 6, sub-clause (2), Mr. Kandaswamy's amendment or some such amendment should have been accepted as the wholesale eviction of the tenants for fear of some agrarian reforms in the State is taking place since 1947 when the then Government issued a questionnaire and the Government proposed abolition of estates. This naturally caused the absentee landlords to apprehend some legislation to safeguard the interests of cultivating tenants and conferring some rights on them.

Regarding clause 7, I will be failing in my duty if I do not congratulate the Government for readily accepting my amendment to the various sub-clauses therein and the Joint Select Committee to pass these amendments unanimously, that the cost of artificial and chemical manures such as ammonium sulphate, ammonium phosphate, groundnut-cake, etc., should be borne by the landowners as well as the tenants in each agricultural year in the period of tenancy in the ratio of their shares in the produce.



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Now with regard to the appearance of the parties and their agents or advocates before the Conciliation Officer and the Revenue Court, I strongly commend to the Government to make suitable provision in the Bill or make such rule under clause 16 that the parties can appear before the Conciliation Officer or the Revenue Court through any agent or lawyer engaged for the purpose as especially illiterate and poor tenants or pannaiyals cannot engage lawyers as it will cost them very much.

My other main difference with the Select Committee with regard to clause 8 about the sharing of the produce by the land-owners and the tenants. We hear our Chief Minister and one of the members of the Joint Select Committee, Hon. Sri C. Rajagopalachariar, time and again that people should not leave their normal and hereditary professions and I need not stress upon his primary duty as the Head of the Government to see and enact such laws as will not make the people to leave their hereditary and normal professions and such professions are attractive and encouraging. It should also be seen that one can pull on even normally with that profession. Agricultural industry or profession is one of the main items of professions of our country of more than 60 per cent of the population. So it is needless to say that our country will be happy if this 60 per cent of the population is contented and lead a peaceful and happy life. An ordinary cultivating tenant has not got even what we call an economic holding or even a minimum holding. In such a case, he and his family to make a living at least somewhere near the average standard of living, though not for better education, better housing and other provisions for his children and other members of his family, he should have a large share in the produce. My amendments to this clause are in tune with the above contention and this will pave the way a great deal to the abolition of absentee landlordism also, as the landlord will choose either to be a cultivating tenant himself or do away with the land as one cannot exploit the tenantry as absentee landlord getting much share for his right of ownership in the land. In the long run, it will help to a great extent to the healthy growth of the country. The Andhra Provincial Kisan Congress, in its answers to the Questionnaire in 1947, opined that the tenant should have two-thirds share and the landlord one-third. My amendment to the clause 8 that the tenants should have two-thirds share of the produce and the landowner one-third is also based on the opinion of the Andhra Provincial Kisan Congress now known as Andhra Provincial Kisan Sammelan. The Select Committee refused to accept my amendment. Not even the amendment proposed by Sri T. Viswanatham, M.L.A., that the produce should be shared among the tenant and the landowner as per the recommendations of the Land Reforms Committee, Madras (vide page 55, first report). I request the Government to consider the matter once again and bring in such suitable amendments that the tenant will have a large share, that is, at least two-thirds in the main crop.

Now with regard to clause 12, sub-clause (4), it is pressed to alter or amend the wording at the end "whichever is less" to

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" whichever is great ". I do not see much reason why it should not be accepted. If this is accepted, the landlord will not come forward so easily to dismiss a pannaiyal and what our Chief Minister aspires will be achieved, the harmony and good relationship between the landlord and pannaiyal.

Therefore, my report to the Assembly should be that the Bill be amended or modified with my above suggestions.

MADRAS,

22nd November 1952. P. PUNDARIKAKSHACHARYULU.

## V

While in agreement with the general principles of the Bill, namely, that evicted tenants should be restored to possession and also that security of tenure and fair rent should be provided for the tenant and pannaiyals, we, however, feel that the Bill as recommended by the Select Committee is thoroughly inadequate to meet the needs of the situation and we feel that in several matters, which we are setting out below, it is essential that certain amendments should be carried out in the Bill, amendments which though moved before the Select Committee, were not acceptable to Government.

At the very outset, we desire to state that almost every amendments moved for that purpose. Since the passing of the Ordinance was one in favour of the land-owner and intended rather to give protection to the landlord than to the tenant or pannaiyal. It would seem as though the Government is attempting to convert the Tenants and Pannaiyal protection Bill into a Land-owners Protection Bill and what little benefit the tenant and pannaiyal had under the Ordinance is attempted to be curtailed by the amendments, which have been put through by the Government.

At several stages of the proceedings of the Select Committee we raised the question of extending the operation of the Bill to the whole State, but at every stage the Government opposed the amendments moved for that purpose. Since the passing of the Ordinance, the land-owners all over the State fearing an extension of the Ordinance and even before the passing of the Ordinance started evicting a number of tenants on a large scale. The main arguments put forward against extension of the Bill were that conditions vary from place to place and a thorough investigation is necessary and that the Government are considering a comprehensive Bill for Agrarian Reform. We can only consider this as a lame excuse on the part of the Government, especially as the Subramaniam Committee have made a thorough investigation and have given an exhaustive report and have made certain recommendations. It is also significant that the Subramaniam Committee Report was subscribed to by two of the Ministers who are now on the Select Committee and even though the recommendations in the Subramaniam Committee Report were not quite adequate, the Government have chosen not to implement even the meagre recommendations in the Report, but on the other hand the Government

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are now coming forward with the unacceptable excuse that an investigation has yet to be made and that the Subramaniam Committee Report has not yet been accepted. We feel that the position of the tenants in other parts of the Madras State will become insecure and miserable unless the operation of the Bill is extended to the whole of Madras State. This can only mean that a situation similar to that which developed in Tanjore, and which in fact necessitated the passing of the Ordinance, will develop in other places also. We therefore feel that the Bill should be suitably amended, so as to make it applicable to the whole of Madras State, probably with the exception of the Malabar district for which tenancy legislation has always been passed separately in view of the peculiar local conditions there.

Being of the opinion that the main cause for inadequate food production was the heavy rent that had to be paid by the tenants of the landlords and the insecure nature of tenancy, we had suggested several amendments both for increasing the share of the tenant as well as for ensuring the security of the tenancy to cover more than five years and in fact make it a permanent tenancy. For this purpose, amendments were moved to clauses 6, 7 and 8 of the Bill but all these amendments were summarily rejected by the Government.

With reference to the question of security of tenure, the Government would not even accept a period of 15 years and even the amendment to section 7 giving the option to the tenants to continue for another period of ten years was not acceptable to Government. We are not in favour of provisions of clause (7) (d) which enables the land-owners to terminate the tenancy after giving one year's notice. We apprehend that before the end of the fourth year almost all the mirasdars will give eviction notices and will be in a position to bargain with the tenant or to convert lease-hold lands into pannaï cultivation or even to cultivate such lands with casual labour. This would undo what little benefit the Bill is intended to do to the tenants and pannaiyals. It was to meet this situation we suggested the amendment that instead of the land-owner being given the option of terminating the tenancy by a notice sent at the end of the fourth year, an option should be given to the tenant instead to continue the tenancy for a further period of five years. In this connexion we would like to state that the tenant who would have put in a good deal of labour and improved the land will be at the mercy of the land-owner and this insecurity will really in the long run impede the production of food and good cultivation.

With reference to increase in the share of the tenant, we moved an amendment that a flat rate of 20 per cent increase in the share percentage going to the cultivating tenant should be provided for in clause 8 of the Bill with a minimum of 40 per cent for him. This amendment was moved, so that all the tenants would be equally benefited and even the tenants who are now getting a little below the 2/5th share would be substantially benefited in



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the same manner, as those tenants who get less than 1/5th share. This was not accepted by the Government and even an amendment moved to provide for 55 per cent share in land produce under I class irrigation sources and 60 per cent share under irrigation sources grouped as II class and below, which were substantially the recommendations of the Subramaniam Committee, were not acceptable to the Government. We feel that the 2/5th share provided for in clause 8 of the Bill is thoroughly inadequate and of little benefit to the majority of the suffering tenants.

With reference to the restoration of tenants though an amendment was suggested for the deletion of the sub-clause dealing with the payment of any arrears already due from the tenants as a precondition for reinstatement in clause 6 of the Bill, the Government was willing to accept only the amendment, that the arrear of rent for the previous agricultural year was to be paid by the tenant for being restored to his land. It was suggested by us that even in this very Bill, there should be a provision for a moratorium of the rest of the arrears. In this connexion the Government stated that a separate Bill will be brought for that purpose and this Bill did not cover the question of moratorium on arrears to be paid by the agriculturists. We, however, feel that a provision could have been made in this Bill itself, because without such a provision, the already pauperised tenants will be harrassed by the landlords and taken to Civil Courts for the recovery of such arrears which will by itself impede food production.

The Government have brought forward this Bill on the supposition that large-scale evictions have only occurred from 1950-51 onwards but the real fact is that large-scale evictions have taken place even from the years 1946-47. When this was pointed out and an amendment was moved that any tenant in possession on the 1st December 1947 should also be entitled to the benefit of restoration under the Bill, provided that there is no cultivating tenant in possession on 1st December 1951, the Government rejected the amendment, on the plea that these tenants have been evicted because of their aggressive political agitation and hence their case should not be re-considered. This can only mean that the Government want to wreak political vengeance on such of those tenants, who from 1947 onwards actively worked for bettering their conditions. Even the fact that the amendment provided for restoration only in cases, where there was no cultivating tenant in possession on the 1st December 1951 would not persuade the Government to accept the amendment, which also shows that the Government wants to protect the landlords, who have after the eviction of such tenants taken to pannaï cultivation or cultivation by casual labour.

It is a well known fact that many tenants were not in a position to avail themselves of the provisions of the Ordinance, in view of the short time given, within which they had to make applications for their restoration and because of this many tenants have been deprived of the meagre benefits given by the Ordinance. Several Congressmen themselves have agitated for the extension of the

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time-limit for restoration. Even so, the Government have thought it fit to reject the amendment suggested by us for extending the time for filing the application by an amendment to sub-clause (3) of clause 6, by substituting the word "passing" for the word "commencement" which would have enabled the tenants who have been deprived of the right, to file such application within 30 days from the passing of this Bill. The reply of the Government to this was by an amendment to sub-clause 3 of clause 6 of the Bill, by adding a proviso that the Conciliation Officer may entertain applications, even if the prescribed time is over, if sufficient cause is shown for the failure on the part of the tenant to apply within the time. We feel that this proviso is bound to create serious difficulties and complications and would therefore suggest that the amendment that was moved should be accepted.

With reference to the exemption to the landowner who possesses more than 6-2/3 acres, we suggested a very reasonable amendment that the 6-2/3rd acres limit should be of the total extent held by the landowner and not 6-2/3rd acres possessed by the landowner in any village as provided in the Bill, as mentioned in clause (b) of sub-clause 3 of the Bill. We showed that there is a loophole here whereby many big landowners may get exemptions with regard to certain small portions of lands, which they own in various villages. But even this amendment was rejected by the Government.

We feel that almost all the sub-clauses of clause 10 of the Bill, except sub-clauses (c) and (d) of the Bill are in the nature of a sword of Damocles hanging over the heads, of the tenants, which could be made use of by the landowner at any moment for the purposes of evicting the tenants. We are of the opinion that whatever security may have been given by the five years' term, is in substance taken away by such wide and exhaustive terms of sub-clauses (a), (b) and (e) of clause 10 of the Bill and particularly (b) and (e). The amendment to delete clauses (a), (b) and (e) of clause 10 of the Bill was rejected by the Government. We are, however, of the opinion that there is in effect no security for the tenant, if sub-clauses (a), (b) and (e) are allowed to stand.

While the Government were very anxious to widen the terms and conditions under which the tenant could be evicted, when it came to clause 12 of the Bill, namely, the reinstatement of a dismissed pannaiyal in spite of strenuous efforts, our suggestion that a provision should be made for compelling the landowner to reinstate the pannaiyal or in any event to impose drastic punishment, in the event of the landowners' failure to reinstate the pannaiyal, was not acceptable. This clearly shows that the Government are not so much concerned about the fate of even a pannaiyal, who is admittedly wrongfully dismissed, but on the other hand seem to be very much concerned for the right of the landowner to dismiss the pannaiyal at his own will and pleasure.

In the working of the Ordinance during the past three months it was found that several pannaiyals and tenants while appearing

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before the Conciliation Officers and the Revenue Courts, were severely handicapped on account of their own ignorance due to the fact that landowners were able to engage leading lawyers. It was pointed out that firstly the tenants or pannaiyals being very poor are rarely in a position to engage an advocate and secondly that in practice almost all the advocates have either been engaged by the landlords or are reluctant to appear for the tenants. It was at first suggested by us that a Tribunal should be constituted as a Revenue Court with the Subdivisional Officer as the presiding Officer and a representative each of the kisans and landowners should be members of the Tribunal. When this suggestion was rejected by the Government, we suggested that the tenants and the pannaiyals should at least be given an opportunity to be represented by any agent, not necessarily an advocate, so that his case may not be prejudiced on account of his ignorance or his inability to put forward his case before the Conciliation Officer or Revenue Court properly and effectively. Even this moderate suggestion, which we feel is essential to protect the tenants and pannaiyals, has not been accepted.

In conclusion, we feel that this Bill, if passed without the amendments suggested above, will not appreciably better the conditions either of the tenants or the pannaiyals or better the conditions for the production of food. We request the members of the legislature to consider carefully and pass all the amendments suggested above so as to make the Bill comprehensive and effective for the protection of the tenants and pannaiyals which alone will be a real step in the right direction for a solution of the food problem facing this State.

V. G. RAO.

C. KANDASAMI.

PILLALAMARRI VENKATESWARLU.

K. SURYANARAYANA.

A. RATHINAM.

T. VISWANATHAM.

MADRAS,

22nd November 1952.